

THIS AGREEMENT is made this day of , 1983

by and between the Boston Redevelopment Authority (the "Authority"), a public body politic and corporate duly organized and existing pursuant to Massachusetts General Laws Chapter 121B and having a place of business in Boston, Massachusetts, and the Boston Water and Sewer Commission (the "Commission"), a body politic and corporate duly organized and existing pursuant to the provisions of Chapter 436 of the Acts of Massachusetts of 1977 and having a place of business at 10 Post Office Square, Boston, Massachusetts.

WITNESSETH:

WHEREAS, the Commission is the owner of a certain sewer overflow conduit (the "Conduit") located within Nashua Street in the City of Boston; and

WHEREAS, in connection with certain proposed construction on a parcel of land containing approximately 104,995 square feet (the "Development Parcel") as shown on a plan (the "Plan") entitled "Boston Redevelopment Authority, North Station Urban Renewal Area, Project Msss. R-56, Boston-Suffolk County-Massachusetts, Delivery Parcel Plan," to be recorded with Suffolk Registry of Deeds, the Authority and the United States General Services Administration (the "GSA") desire to have the City of Boston discontinue that portion of Nashua Street designated on the Plan as "Formerly Nashua Street"; and

WHEREAS, the Authority and the GSA desire to have the Commission consent to such discontinuance so as to enable the GSA to construct a building and other improvements upon the Development Parcel; and

WHEREAS, the Commission is willing to consent to such discontinuance in consideration for the granting of an easement, by the Authority, in that portion of Nashua Street to be so discontinued in which the Conduit presently exists.

NOW, THEREFORE, for and in consideration of the mutual premises, agreements and covenants herein contained, the parties hereby agree as follows:

1. The Authority will, prior to recording the proposed discontinuance (the "Discontinuance") of that portion of Nashua Street shown on the Plan as "Formerly Nashua Street" and prior to conveyance of the Development Parcel to the GSA, grant to the Commission a perpetual right and easement (the "Easement") for the operation and maintenance of the Conduit in those areas designated on the Plan as "Subsurface Utility Easement Concrete Overflow Conduit," the total length of the Easement to be approximately three hundred twenty-four and seven-tenths (324.7) feet and the width of which shall be approximately eight and four-tenths (8.4) feet. The Easement shall be executed and delivered in the form attached hereto as Exhibit "A."

2. The Commission consents to the proposed Discontinuance and approves the construction of those improvements (the "New Federal Building") on the Development Parcel as are shown on the plans (the "Development Plans") entitled "General Services Administration, Public Buildings Service, Boston, MA. (Federal Building, Causeway Street, Boston, MA) New Federal Building, Number MMA78655," dated September 22, 1982, drawn by Hugh Stubbins and Associates, Inc.,

copies of which have been delivered to the Commission, with such modifications and additions as the Commission may hereafter approve in writing.

3. The Authority agrees to hold the Commission harmless and indemnified from and against any and all damage and expenses caused to the Commission due to the failure to perform or complete such construction (including construction of the Conduit) in accordance with the Development Plans, and for any damage to the Conduit, and to all facilities, fittings and equipment appurtenant thereto, at any time arising out of or related to any construction by or on behalf of the GSA or the Authority of the New Federal Building (including, without limitation, any damage caused by construction contemplated by the Development Plans or caused by the negligence of the GSA or its agents, contractors or architects).

4. The Commission and the Authority agree that at any time, and from time to time, either will execute and deliver, or cause to be executed and delivered, such further agreements, instruments and written assurances as the other party shall reasonably request or deem necessary to carry out the provisions of this Agreement or to facilitate the enjoyment of any rights created hereby or to be created hereunder.

The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, mortgagees and transferees, respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be sealed and subscribed as of the date hereinabove set forth.

ATTEST:

Its General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert J. Ryan, Director

ATTEST:

Its

BOSTON WATER AND SEWER COMMISSION

By _____
Francis W. Gens, Executive Director

M E M O R A N D U M

June 9, 1983

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: NORTH STATION PROJECT; BOSTON WATER AND
SEWER COMMISSION EASEMENT AGREEMENT

At its meeting on May 25, 1983, the Authority authorized the Director to convey to the Boston Water and Sewer Commission an easement for its existing storm water sewer in Nashua Street. The sewer is located in a discontinued portion of the street which is included in the site of the new Federal Office Building.

By inadvertence, the May 25 vote referred only to the easement instrument, and not to the accompanying agreement which sets forth the conditions upon which the easement was granted. These conditions include a consent by the Commission to the street discontinuance and to the construction plans for the new building, and a provision for the Authority to hold the Commission harmless from any injury to the sewer line.

The following vote is recommended to ratify and confirm the Agreement executed by the Director on June 1, 1983.

VOTED: That the Agreement executed on behalf of the Authority by its Director on June 1, 1983, by and between the Authority and the Boston Water and Sewer Commission, a copy of which is attached hereto, is hereby ratified and confirmed as of the date of its execution.

